

are by no means such answers as can, upon any grounds, entitle them to a dissolution of the injunction.

Whereupon, it is *Ordered*, that the several exceptions to the answers of the defendants be and they are hereby declared to be valid; and the defendants and each of them are hereby required to make and file a full and sufficient answer to the plaintiff's bill of complaint on or before the twentieth day of December next. And it is further *Ordered*, that the injunction heretofore granted, be and the same is hereby continued until the final hearing or further order.

The defendant *Elizabeth Clagett* filed a further answer, and the plaintiff put in a general replication; and commissions were issued to take testimony, which were returned, and the case set down for final hearing. After which, on the 16th of June, 1830, the plaintiff by his petition, which, it was agreed, should be received as on oath, stated, that by mistake, the depositions of two of his witnesses had not been taken, that their testimony was material, competent and proper; by which he expected to prove, that the defendant *Thomas Clagett* was indebted to him in the sum of \$9,000, after giving him all due credits; and that the said sum was secured by the mortgage by which *Thomas Clagett* and the other defendants were bound; and he further stated, that the testimony of those witnesses had not been taken, owing to a mistake produced by another suit being then depending in this court between this plaintiff and the defendant *Thomas Clagett*. Upon which a commission was prayed, &c. Whereupon, it was *Ordered*, that a commission issue as prayed, returnable to the first day of the then next July term; reserving to the defendants the right to call for a final hearing during that term.

At July term, 1830, the case standing ready for final hearing was opened and argued by a solicitor on the part of the plaintiff; when it was objected, on the part of the defendants, that there was no proof to sustain the allegations and exhibits of the bill, that certain notes for goods sold had been given by the defendant *Thomas Clagett*; or of the notes which had been lent by *Salmon* to *Thomas Clagett*. Whereupon, the plaintiff by his petition on oath, stated, that owing to an oversight and misapprehension of his solicitors, produced by their attention being called off to another cause then depending here between himself and *Thomas Clagett*, the testimony in relation to those notes then exhibited